

Heart of SW LEP CIC Board meeting

Paper 4.2 September 2017

Report title: Establishment of a Joint Committee

Report theme: Board

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Purpose of the report

To update the Board on the arrangements for a Joint Committee in the Heart of the SW area.

Recommendations

To reconfirm the LEP's welcome for the establishment of a Joint Committee and to note the requirement to set out more detailed arrangements for LEP/ Joint Committee working.

Background

In November 2016 the Board welcomed the proposal to establish a Joint Committee in the Heart of the SW area. In that paper we highlighted the following reasons for establishing the Joint Committee:

- It would place the development and ownership of the Productivity Plan at the heart of the Partnership's work and provide a formal governance platform to drive this work on behalf of the councils and partners.
- Putting a formal structure around the informal monthly Leaders meetings would build on the momentum achieved; demonstrate to Government the ongoing commitment of the partners to work together; as well as provide a governance model to continue negotiations for a future deal and respond to any emerging policy opportunities from Government / public sector reform.
- It would provide a low risk, low cost option, give real status and credibility to the work of the Leaders and partners, and would allow work to progress towards meeting our goals against a realistic timeframe.
- Importantly it would **not** commit the partners to establish a CA or sign up to devolution deal but would provide the opportunity to do so when the time is right. Without such a governance model in place it is likely that our ability to achieve such aims will slower and hampered.
- It would allow the Partnership more time to determine the best governance arrangements for a CA as well trialling governance approaches. In itself it would not,

of course, be able to deliver all of the benefits of a CA but partners have already acknowledged that this is an incremental process.

- It would streamline our existing HotSW governance arrangements whereby all actions proposed by the Leaders are subject to the formal approval of the 17 councils.
- It would enable the local authority partners to respond positively to the overtures received from the LEP to improve democratic representation on the LEP and bring the LEP and local authority function and governance arrangements closer together.
- The joint committee could have any combination of / all of the following roles:
 - Develop, own and implement the Productivity Plan which remains a key priority for the partners irrespective of a devolution deal
 - Provide a governance structure under which a successful One Public Estate bid could be progressed
 - Develop and move forward any recommendations coming out of the Brexit Opportunities and Resilience Task Group
 - Work on securing a range of commitments from Government of benefit to the area such as receiving and supporting the findings of the Peninsula Rail Task Force
 - Continue to press Government for a Devolution deal at some point in the future subject to any deal being recommended to the constituent councils for approval at the relevant time
 - To take forward the establishment of a CA - subject to a devolution deal being agreed with government and the Governance Review and Scheme being approved by all constituent councils and partners.
 - Consider folding or merging arrangements into the new body such as subregional Transport (as discussed at the previous meeting)
 - To agree essential improvements to the working arrangements between the constituent councils and the LEP.

Since then local authority and national park partners have progressed the formal steps in setting up the Joint Committee and the first shadow meeting will take place on 22nd September with a view to the Joint Committee starting in its full format from January 2018.

Attached to this paper are the draft arrangements for the Joint Committee and sections 1.5, 1.6 and 2.2 are of particular relevance. Points to note are

- The Joint Committee's remit is to oversee delivery of the Productivity Plan, alongside the LEP Board
- The LEP will not be a member of the Joint Committee but, alongside the Clinical Commissioning Groups, will be invited to nominate a representative to the Committee. Within the Joint Committee, local authorities and the National Parks will be Constituent Authorities, the LEP and CCGs will be partner organisations
- The Joint Committee will be able to make recommendations to Constituent Authorities and partner organisations for actions around improving productivity but it is for those Constituent Authorities and partner organisations to make their own decisions around the recommendations.

LEP Board Considerations

It is recommended that the Board confirms the previous welcome given to the establishment of a Joint Committee. As arrangements for the Joint Committee are formalised through the autumn, the Board will want to consider how best the LEP and Joint Committee work together and make most effective use of resources. Dependent on feedback from the Board, the Chief Executive will take this work forward and report back to the Board in the coming months.

E Jones/ C Garcia
11 September 2017

HEART OF THE SOUTH WEST (HOTSW) JOINT COMMITTEE – DRAFT ARRANGEMENTS

1. Introduction:

1.1 Legal status: The HotSW Joint Committee is a Joint Committee of the local authorities listed in 1.5 below that comprise the HotSW area and established under Sections 101 to 103 of the Local Government Act 1972 and all other enabling legislation to undertake the functions detailed in section 2 of this Agreement.

1.2 Key purpose: The key purpose of the Joint Committee is to be the vehicle through which the HotSW partners will ensure that the desired increase in productivity across the area is achieved.

1.3 Aims and objectives: The aim is to provide a single strategic public sector partnership that covers the entire area and provides cohesive, coherent leadership and governance to ensure delivery of the Productivity Plan for the HotSW area. The specific objectives of the Joint Committee are to:

- (a) Improve the economy and the prospects for the region by bringing together the public, private and education sectors;
- (b) Increase our understanding of the economy and what needs to be done to make it stronger; and
- (c) Improve the efficiency and productivity of the public sector
- (d) Identify and remove barriers to progress and maximise the opportunities /benefits available to the area from current and future government policy.

1.4 Commencement: The Joint Committee will be established in accordance with the resolutions of the Constituent Authorities listed below in paragraph 1.5 with effect from the Commencement Date (1st January 2018 proposed) and shall continue in existence unless and until dissolved by resolution of a majority of the Constituent Authorities.

1.5 Membership: Each of the Constituent Authorities listed below shall appoint 1 member and 1 named substitute member to the Joint Committee on an annual basis. Each member shall have 1 vote including substitute members. For the Councils, the member appointed shall be that Council's Leader except in the case of Torridge District Council where the member appointed by the Council shall have authority to speak and vote on matters on behalf of the Council. Political balance rules do not apply to the Joint Committee membership. The substitute member shall also be a cabinet member where the Council is operating executive arrangements. For the National Park Authorities the expectation is the Chairman of the Authority shall be the member appointed to the Committee. :

- Dartmoor National Park Authority
- Devon County Council
- East Devon District Council
- Exeter City Council
- Exmoor National Park Authority
- Mendip District Council

- Mid Devon District Council
- North Devon Council
- Plymouth City Council
- Sedgemoor District Council
- Somerset County Council
- South Hams District Council
- South Somerset District Council
- Torbay Council
- Taunton Deane Borough Council
- Teignbridge District Council
- Torrington District Council
- West Devon Borough Council
- West Somerset Council.

1.6 In addition to the Constituent Authorities the partner organisations listed below shall each be invited to appoint 1 co-opted representative and 1 named substitute co-opted representative to the Joint Committee. Co-opted members shall not have voting rights:

- Heart of the South West Local Enterprise Partnership (the LEP)
- NHS Northern, Eastern and Weston Devon Clinical Commissioning Group
- NHS South Devon and Torbay Clinical Commissioning Group
- NHS Somerset Clinical Commissioning Group

1.7 The Joint Committee may co-opt further non-voting representatives from the private, public and/or voluntary sectors at any time.

1.8 Each appointed member / representative shall remain a member of the Joint Committee until removed or replaced by the appointing authority / organisation. Appointments to fill vacancies arising should be notified to the Joint Committee Secretary as soon as possible after the vacancy occurs.

1.9 Standing Orders / Rules of Procedure: Outside of the contents of this 'Arrangements' document, the Standing Orders and Rules of Procedure for the Joint Committee shall be those contained in the Constitution of the Administering Authority to the Committee, subject, in the event of any conflict, to the provisions in the Arrangements document taking precedent.

1.10 Administering Authority: A Council shall be appointed by the Constituent Authorities as the Administering Authority for the Joint Committee and shall provide legal, democratic services, financial and communications support to the Committee. The Joint Committee's Forward Plan of business and papers for its meetings shall be published on the Administering Authority's website with links provided to the websites of the other Constituent Authorities and partner organisations.

2. Functions:

2.1 The functions identified below shall be delegated by the individual Constituent Authorities for decision in respect of the approval of the Productivity Plan or for consideration

and recommendation by the Joint Committee to the Constituent Authorities where action is required in relation to any of the other functions listed below. Additional functions and matters for determination or recommendation may be proposed for delegation to the Joint Committee in the future by the Joint Committee or any of the Constituent Authorities, but shall only be agreed if approved by all of the Constituent Authorities.

2.2 The Joint Committee shall:

- (a) Develop, own and implement the HotSW Productivity Plan in collaboration with the LEP.
- (b) Identify and develop proposals (for recommendation to constituent authorities / partner agencies as necessary) in response to policy opportunities presented by the Government to secure functions and funding for the benefit of improving productivity. Examples include Industrial Strategy, Brexit, and Devolution.
- (c) Develop and make recommendations to the constituent authorities / partner agencies for actions emerging from the work of the Brexit Opportunities and Resilience Task Group
- (d) Continue discussions / negotiations with the Government / relevant agencies to secure delivery of the Government's strategic infrastructure commitments, eg, strategic road and rail transport improvements
- (e) Identify opportunities for rationalising / improving existing public sector governance arrangements and make recommendations to the constituent authorities/partners.
- (f) Work with the LEP to identify and deliver improvements to the LEP's democratic accountability and to assist the organisation to comply with the revised (November 2016) LEP Assurance Framework. This includes formally endorsing the LEP's assurance framework on behalf of the constituent authorities as and when required and before it is formally approved by the LEP's Administering Authority.
- (g) Ensure that adequate resources (including staff and funding) are allocated by HotSW partners to enable the objectives in (a) to (f) above to be delivered.

3. Funding

3.1 The Constituent Authorities shall agree each year and in advance of the start of the financial year (except in the year of the establishment of the Joint Committee) a budget for the Joint Committee in accordance with a Budget and Cost Sharing Agreement to cover the administrative costs of the Joint Committee and costs incurred in carrying out its functions. All funds will be held and administered by the Administering Authority on behalf of the Constituent Authorities and spent in accordance with that Authority's financial regulations and policies.

3.2 In the Joint Committee's first year of operation, the budget will be approved by the Constituent Authorities on the recommendation of the Joint Committee as soon as possible after the establishment of the Joint Committee.

3.3 Joint Committee members' costs and expenses will be funded and administered by the respective Constituent Authority.

4. Review of the Joint Committee Arrangements

5.1 The Joint Committee may at any time propose amendments to the Arrangements document which shall be subject to the approval of all of the Constituent Authorities.

5.2 Any Constituent Authority may propose to the Joint Committee amendments to the Arrangements. Such amendments shall only be implemented if agreed by all of the Constituent Authorities on the recommendation of the Joint Committee.

5. Members' Conduct

5.1 All members of the Joint Committee shall observe the "Seven Principles of Public Life" (the 'Nolan' principles) and will be bound by their own authority's code of conduct in their work on the Joint Committee.

5.2 Joint Committee members / representatives shall be subject to the code of conduct for elected members adopted by the Constituent Authority that nominated them to be a Joint Committee member or to the conduct requirements of the organisation that appointed them. This includes the requirement to declare relevant interests at formal meetings of the Joint Committee.

6. Requirements of Joint Committee members

6.1 Joint Committee members shall:

- (a) Act in the interests of the Joint Committee as a whole except where this would result in a breach of a statutory or other duty to their Constituent Authority or would be in breach of their Constituent Authority's Code of Conduct.
- (b) Be committed to, and act as a champion for, the achievement of the Joint Committee's aims.
- (c) Be an ambassador for the Joint Committee and its work.
- (d) Attend Joint Committee meetings regularly, work with others to achieve consensus on items of business and make a positive contribution to the Committee's work.
- (e) Act as an advocate for the Joint Committee in any dealings with their organisation including seeking any approvals from their Constituent Authority/Partner Organisation to Joint Committee recommendations.
- (f) Adhere to the requirements of the 'Arrangements' document and maintain high ethical standards.

7. Appointment of Chairman and Vice-Chairman

7.1 The Joint Committee shall elect a Chairman and Vice-Chairman from amongst the voting membership as the first items of business at its inaugural meeting and

at each Joint Committee Annual General Meeting thereafter. The appointments shall be confirmed by a simple majority vote of Constituent Authority members. If a deadlock occurs between two or more candidates a secret ballot shall immediately be conducted to confirm the appointment. If there is still deadlock following a secret ballot then a further meeting of the Joint Committee shall be held within 14 days and a further secret ballot shall be held to resolve the appointment.

7.2 A vacancy occurring in the positions of Chairman or Vice-Chairman between Annual General Meetings shall be filled by election at the next meeting of the Joint Committee. The person elected will serve until the next Annual General Meeting.

7.3 The Chairman and Vice-Chairman shall, unless he or she resigns the office or ceases to be a member of the Joint Committee and subject to 8.5 below, continue in office until a successor is appointed.

7.4 In the absence of the Chairman and the Vice-Chairman at a meeting, the voting members of the Committee present shall elect a Chairman for that meeting.

7.5 The Chairman or Vice-Chairman may be removed by a vote of all of the Constituent Authority members present at a meeting of the Joint Committee.

8. Quorum

The quorum for any meeting of the Joint Committee shall be 9 Constituent Authority members. The Chairman will adjourn the meeting if there is not a quorum present. In the absence of a quorum, the meeting shall be adjourned to a date, time and venue to be agreed by the Chairman.

9. Voting

9.1 Wherever possible the elected and co-opted members of the Joint Committee shall reach decisions by consensus and shall seek to achieve unanimity.

9.2 In exceptional circumstances where a formal vote is required, the proposal will be carried by a simple majority agreement of the voting members present and voting either by the preponderance of voices, or on the direction of the Chairman, by a show of hands. The Chairman of the Joint Committee shall have a casting vote in the event of a tied vote. The only exception to this is in the event of a secret ballot being required to appoint a Chairman/Vice-Chairman.

10 Decision making Arrangements

10.1 Only the Joint Committee shall approve the Productivity Plan.

10.2 The Joint Committee may at any time appoint working groups consisting of Joint Committee members and/or co-opted representatives / officers to consider specific matters and report back / make recommendations to the Joint Committee.

11 Formal Meeting Arrangements

11.1 The Joint Committee will hold an Inaugural Meeting within 30 days of the agreed commencement date and thereafter shall meet on a regular basis as agreed by the Joint Committee annually at its Annual General Meeting.

11.2 The Chairman or in his/her absence the Vice-Chairman, may call a special meeting of the Joint Committee following consultation with the Chief Executives' Advisory Group to consider a matter that falls within the Committee's remit but cannot be deferred to the next scheduled meeting, provided that at least ten clear working days notice in writing is given to the Joint Committee membership.

11.3 Formal meetings of the Joint Committee shall normally be held in public, in accordance with the Access to Information Rules and the Standing Orders / Rules of Procedure of the Administering Authority.

11.4 Meetings of any working groups or task groups established by the Joint Committee shall, unless otherwise agreed, be held in private.

12. Who can put items on the Joint Committee's agenda?

- (a) The Joint Committee itself;
- (b) Any of the members of the Joint Committee
- (c) A Constituent Authority by way of a formal resolution
- (d) The Chief Executives' Advisory Group
- (e) The Monitoring Officer and / or the Chief Finance Officer of the Administering Authority.

13. Reporting Arrangements

13.1 In addition to any ad hoc reports to the Constituent Authorities, the Joint Committee shall supply an annual report of its activities to the Constituent Authorities in May of each year.

13.2 The Joint Committee shall co-operate with the public scrutiny arrangements of the Constituent Authorities.

14 Record of attendance

14.1 All members present during the whole or part of a meeting are asked sign their names on the attendance sheets before the conclusion of every meeting to assist with the record of attendance.

DRAFT INTER – AUTHORITY AGREEMENT

1. Commencement and Duration:

1.1 This Agreement (and the obligation of the Constituent Authorities [CAs]) shall take effect on the agreed Commencement Date – 1st January 2018 - and shall continue until the Joint Committee (JC) is dissolved.

2. Formation provisions:

2.1 The CAs agree to form the JC from the agreed Commencement Date and to delegate the functions specified to the JC from that date.

2.1 The JC shall operate in accordance with the Arrangements document and the Standing Orders and Rules of Procedure of the Administering Authority.

3. Administering Authority (AA) arrangements

3.1 The AA shall be appointed by resolution of the CAs for a 24 month period (24 months is considered as appropriate to provide sufficient continuity but also to provide the option to rotate the role on a regular basis).

3.2 The AA shall provide:

- Financial, legal, constitutional and administrative support to the JC and its meetings
- An on-line presence for the JC via the AA website with links to the CAs / partner organisations websites.
- Ensure it has appropriate insurance arrangements in place to cover the AA role.

3.3 The AA may resign from the role by giving 6 months' notice to the CAs.

3.4 The AA may be removed and replaced by a majority vote of the CA members at a formal meeting of the JC.

3.5 The JC shall cease to exist in the event that no CA or organisation can be identified to undertake the AA role.

4. JC Finance

4.1 The JC's budgetary arrangements shall be detailed in a budget and cost sharing agreement (**to be drafted**) to be agreed by all of the Constituent Authorities annually on the recommendation of the JC and in advance of the financial year. The only exception to this will be in the JC's first year of operation when the JC shall recommend a budget and cost sharing agreement to the Constituent Authorities for approval at the first opportunity following its establishment.

4.2 The budget and cost sharing agreement shall cover:

- (a) The responsibilities of the Constituent Authorities for providing funding for the JC
- (b) The anticipated level of expenditure for the JC for the year ahead
- (c) The cost sharing mechanism to be applied to the Constituent Authorities
- (d) Details of how the budget will be set and agreed each year
- (e) Who is to be responsible for maintaining financial records on behalf of the JC (the 'accountable body');
- (f) What financial records are to be maintained;
- (g) What financial reports are to be made, to whom and when;
- (h) What arrangements and responsibilities are to be made for:
 - auditing accounts;
 - insurance including ensuring all partners have sufficient cover;
- (i) How any financial assets held by the JC on behalf of the Constituent Authorities will be redistributed to the CAs in the event of the dissolution of the JC or in the event of a CA formally withdrawing from the CA.

5. Roles and responsibilities of the CAs

5.1 The CAs shall:

- (a) Appoint Members and named substitutes to the JC in accordance with the 'Arrangements'.
- (b) Undertake to share the costs of the JC in accordance with the budget and cost sharing agreement and pay their contribution to the JC to the AA in good time.
- (c) Make appropriate arrangements for recommendations of the JC to be considered and decisions made by the CA.
- (d) Support the work of the JC by offering services, resources or other 'in kind' support to assist with JC projects and activities.
- (e) Within the terms of the Inter-Authority Agreement, agree to share information to support the work of the JC.

6. Chief Executives' Advisory Group

6.1 The Group shall:

- (a) Ensure that the JC fulfils its functions and responsibilities and in accordance with all legal and constitutional requirements.
- (b) Plan and co-ordinate the JC's activities to ensure the achievement of its aims and objectives
- (c) Consider the performance and effectiveness of the JC on an on-going basis and make recommendations for changes for consideration by the JC and CAs as necessary.
- (d) Ensure that professional advice is available and provided as necessary to the JC to enable it to carry out its functions.
- (e) Rigorously monitor and scrutinise the JC's budget.
- (f) Consider disputes between the CAs over the application or interpretation of this Agreement together with any potential breaches of this Agreement.

7. Withdrawal from / dissolution of the JC

7.1 A CA wishing to withdraw from the JC shall give a minimum of 6 months' notice in writing to the other CA via the AA. The CAs shall co-operate with any such request.

7.2 If two or more CAs give notice of withdrawal from membership of the JC in the same Financial Year, the JC shall consider and make recommendations to the remaining CA as to the future operation of the JC and, if appropriate, recommend any necessary amendments required to the JC's functions and operating arrangements.

7.3 Where a majority of the CAs at any time agree (via formal resolutions) that the JC should be dissolved or terminated on a specified date then the JC shall cease to exist from that date.

8. Accounts, Audit and Reporting arrangements

8.1 The AA's accounts and audit arrangements will apply to JC business.

8.2 The AA will ensure appropriate reporting arrangements are in place for the JC.

9. Review of Inter-Authority Agreement

9.1 At any time one or more of the CAs may seek a review of this agreement and the operation of the JC by giving notice to the CAs via the AA.

9.2 The review shall be undertaken by the Chief Executives Advisory Group for report to the JC. Any recommendations for changes to the agreement from the JC shall only be implemented if agreed by all of the CAs.

10. Insurance, Indemnities, and Conduct of Claims

10.1 The JC as a scrutiny and policy making group rather than a commissioning body undertakes administrative functions and therefore carries relatively little risk.

10.2 Each authority's insurance cover will automatically extend to provide protection for their members and officers participating in the work of the JC and in their capacity as officers or members of that authority.

11. Information Sharing, Data Protection, Confidentiality and Freedom of Information (FOI) Requests

11.1 The CA shall share information about their organisations where that information is relevant to the aims and objectives of the JC.

11.2 Where such information is confidential or privileged, for example for reasons of commercial, customer or client confidentiality, the CA concerned shall seek to provide the information in such a form as to assist the JC whilst maintaining

confidentiality, for example by the use of statistical and other non-identifiable forms of data.

11.3 In respect of FOI requests, the AA will ensure that the requirements of the FOI Act 2000 are met in respect of the activities of the JC. In particular the AA will consult the officers of the CA as necessary regarding any potentially contentious enquiries and will then respond to them accordingly on behalf of the JC.

11.4 The Partnership and the Partners shall at all times abide by the requirements of the Data Protection Act.

12. Promoting Equality, Diversity and Social Inclusion

12.1 All CAs will support and promote the principles of inclusiveness and equality for all through the work of the JC.

13. Extent of obligations and further assurance

13.1 Nothing in this Agreement is to require any of the CA to act in any way that is inconsistent with its obligations or duties as a local authority.

14. Variations of the Agreement

14.1 Subject to the express provisions of this Agreement, no variation of this Agreement will be valid or effective unless agreed by formal resolution of all of the CA.

15. Dispute Resolution / Breach of this Agreement

15.1 In the event of a dispute arising from the interpretation and operation of this Agreement or a breach of this Agreement by any CA or JC member, the matter shall first be considered by the Chief Executives' Advisory Group. The Group shall seek to resolve the matter by discussion and mutual agreement and report to the JC and CA as necessary.

15.2 Where this fails to achieve a resolution, then the JC may give formal consideration to further action. Such action may include:

- (a) A request to a CA to replace a JC member;
- (b) A request to a CA to withdraw from the JC;
- (c) A recommendation to the other CAs for the termination of the participation of a CA.